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(M)

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In Re Patent Number: 6,428,124 B1
Inventors: Bluth et al.
Serial No.: 09/549,972
Issued: 06 August 2002
For: Health Care Kiosk With
Handicapped Accessible Seat

RECEIVED

MAR 28 2008

OFFICE OF PETITIONS

Attorney Docket No.: 300017-00001

PETITION TO ACCEPT AN UNINTENTIONALLY DELAYED PAYMENT OF A
MAINTENANCE FEE UNDER 37 C.F.R. 1.378 AND STATEMENT ESTABLISHING THAT
THE DELAY IN PAYMENT OF THE MAINTENANCE FEE WAS UNINTENTIONAL

06/28/2008 CKHLOK 00000059 6428124

01 FC:2551
02 FC:1558

465.00 OP
1640.00 OP

Mail Stop Petition
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Dear Sir:

This petition and statement are responsive to the 7 August 2006 expiration of the above identified patent for failure to pay maintenance fees. The required maintenance fee under 37 C.F.R. 1.20(e) and the surcharge set forth in 37 C.F.R. 1.20(i)(2) are enclosed. In accordance with MPEP § 2590: "No separate petition fee is required for this petition." A printout copy MPEP § 2590 is attached as Exhibit A.

Remarks

Adjustment date: 06/20/2008 CKHLOK
03/25/2008 HUUONG1 00000039 6428124
01 FC:1599 -2105.00 OP

The above identified patent has been allowed to expire unintentionally. The 3.5 years maintenance fee under 37 C.F.R. 1.20(e) was first payable as of 8 August 2005 without surcharge and with surcharge as of 7 February 2006. The grace period for payment expired as of

6 August 2006 and the above identified patent expired as of 7 August 2006. A maintenance fee reminder was mailed by the United States Patent and Trademark Office ("USPTO") on 22 February 2006 to Charles Bluth, Computerized Screening, Inc., 135 Greg Street, Sparks, Nevada, 89431. The Petitioner, Computerized Screening, Inc. ("CSI"), is the assignee of the above identified patent. A copy of the Patent Bibliographic Data from the USPTO website as of 12 March 2008 for the above identified patent is attached as Exhibit B.

The above identified patent issued 6 August 2002. The above identified patent was prosecuted by the law firm of Skjerven Morrill LLP ("Skjerven Morrill"). In February 2003, the partners of Skjerven Morrill voted to dissolve the firm. A copy of an article entitled "Skjerven Morrill to close," dated 4 February 2003, from the *Silicon Valley/San Jose Business Journal* is attached as Exhibit C. Skjerven Morrill clients, such as Petitioner CSI, were thereafter forced to move their legal matters to different law firms or manage the matters themselves. Since the above identified patent had issued and prosecution was completed, Petitioner CSI decided to try to self-manage the above identified patent.

Accordingly, Skjerven Morrill filed a Change of Correspondence Address on 17 April 2003 on behalf of Petitioner CSI. A copy of this Change of Correspondence Address is attached as Exhibit D. Unfortunately, Skjerven Morrill's Change of Correspondence included a typographical error and utilized the wrong mailing address for CSI. CSI's mailing address at that time was 1395 Greg Street, Sparks, Nevada, not 135 Greg Street as provided in the Change of Correspondence Address filed by Skjerven Morrill. A copy of a cover letter from Skjerven Morrill to Petitioner CSI, dated 29 July 2002, regarding issuance of the above identified patent and sent to the correct address of 1395 Greg Street is attached as Exhibit E.

In November 2005, Petitioner CSI moved from its Sparks, Nevada address to an address in Reno, Nevada. As Petitioner CSI was not accustomed to managing its own patents, Petitioner CSI did not realize that it needed to update its new address with the USPTO and did not realize a maintenance fee was coming due. Accordingly, when the USPTO mailed the maintenance fee notice on 22 February 2006, it was sent to the 135 Greg Street address instead of 1395 Greg Street address. Although Petitioner CSI was having its mail forwarded from the 1395 Greg Street address to the new Reno address, any mail sent to 135 Greg Street would not have been forwarded and would have either been destroyed by the incorrect recipient or returned to the USPTO. Petitioner CSI therefore never received a copy of the maintenance fee notice and did not realize that a maintenance fee on the above identified patent was due. Had Petitioner CSI known that the maintenance fee was due, it would have been paid.

Between April 2003 and February 2008, Petitioner CSI continued to manage the above identified patent on its own, but unaware of the maintenance fee issue. In February 2008, Petitioner CSI retained SilverSky Group LLC ("SilverSky Group") to manage its existing patent portfolio, including the above identified patent, which it thought was still current, and to perform additional patent-related services. Copies of Petitioner CSI's patent records were delivered to SilverSky Group on 26 February 2008 and, while reviewing those records, on 12 March 2008 SilverSky Group discovered that the above identified patent had expired, as indicated by Exhibit A. On 13 March 2008, Petitioner CSI was notified by email of the expired patent. On 19 March 2008, when Petitioner CSI's President and CEO, Charles Bluth, returned from a business trip, SilverSky Group was authorized to prepare the present petition to revive the expired patent.

As can be seen from the above, Petitioner CSI did not intend to allow the above identified patent to expire, and its failure to make timely its maintenance fee payment resulted


from a confluence of events, i.e., the Skjerven Morrill dissolution, Petitioner CSI's inexperience with managing its patents, and Skjerven Morrill's filing of an incorrect change of address just prior to the mailing of the notice regarding the maintenance fee.

According to 37 C.F.R. 1.378(c), "any petition to accept an unintentionally delayed payment of a maintenance fee filed under paragraph (a) of this section must be filed within twenty-four months after the six-month grace period provided in § 1.362(e) and must include: (1) the required maintenance fee set forth in § 1.20(e)-(g); (2) the surcharge set forth in § 1.20(i)(2); and (3) a statement that the delay in payment of the maintenance fee was unintentional." As noted above, the six-month grace period expired on 6 August 2006. The twenty-four month period after the grace period would therefore extend to 6 August 2008. Petitioner CSI is well within this twenty-four month period. Petitioner CSI has also included the required maintenance fee of \$465 as set forth under § 1.20(e) for a small entity and the surcharge to accept a late payment of \$1,640 as set forth in § 1.20(i)(2). According to MPEP § 2590, no separate petition fee is required for this petition. Based on the facts set forth above, Petitioner CSI hereby states that the delay in payment of the maintenance fee was unintentional and Petitioner CSI has promptly filed this petition and statement after discovery of the expired status of the above identified patent.

Accordingly, Petitioner CSI hereby petitions the Commissioner for Patents to accept its unintentionally delayed payment of the maintenance fee under 37 C.F.R. 1.378 for the above identified patent.

Applicant looks forward to acceptance of this petition. Applicant has submitted herewith the maintenance fee and the surcharge.

Date: 21 March 2008

By: 
Timothy D. Casey
Reg. No. 33,124
Direct Tel. No. 775-336-6465

Express Mail Under 37 C.F.R. 1.10

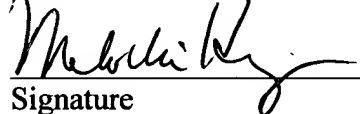
"Express Mail" mailing label number: EO 945 848 017 US

Date of Deposit: 21 March 2008

I hereby certify that this paper or fee has been deposited with the United States Postal Service Express Mail Post Office to Addressee service under 37 CFR 1.10 on the date indicated above and is addressed to the Mail Stop Petition, Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

Melodie Harney

Name



Signature